

WARRANTY DEED

Know all Men by these Presents,

019794

That we, Alan D. Lewis, and Chalmer M. Lewis, husband and wife, both of Waterville, County of Kennebec and State of Maine, in consideration of ONE (\$1.00) DOLLAR And other valuable considerations

paid by John H. Tourtillotte Jr. and Susan K. Tourtillotte, husband and wife, both of Waterville, County of Kennebec and State of Maine and whose mailing address is 48 Johnson Heights, Waterville, Maine 04901,

TRANSFER
TAX PAID

the receipt whereof we do hereby acknowledge, do hereby give, grant, bargain, sell and

convey unto the said JOHN H. TOURTILLOTTE JR. AND SUSAN K. TOURTILLOTTE, as joint tenants and not as tenants in common, their heirs and assigns forever,

A certain lot or parcel of land situated on the southerly line of Johnson Heights in said Waterville, County of Kennebec and State of Maine, more particularly bounded and described as follows, to wit:

STARTING at a point in the southerly line of Johnson Heights, which point is the northwest point of a lot of land, now owned by Lawrence D. Griffin et al and which point may also be described as being located in the northerly line of Lot #50, as shown on the Plan of Johnson Heights Extension dated April 10, 1947, and recorded in Kennebec Registry of Deeds in Book 15, Page 50; thence to the west along the northerly line of Lot #50 a distance of twenty-five (25) feet; thence at right angles to the south a distance of one hundred (100) feet to the southerly line of Lot #50 as shown on the existing plan; thence to the east along the southerly line of Lot #50 a distance of twenty-five (25) feet to the southwest corner of land, now owned by the grantors; thence at right angles and along the westerly line of land of the grantors a distance of one hundred (100) feet to the point of beginning.

The above described parcel of land is conveyed subject to certain restrictions and covenants as recited in a deed from Charles B. Dolham, Jr. et al to Lawrence D. Griffin dated April 4, 1969 and recorded in the Kennebec Registry of Deeds.

Also another lot or parcel of land with buildings thereon situated on Johnson Heights in said Waterville, County of Kennebec and State of Maine, more particularly bounded and described as follows, to wit:

STARTING at a point fifteen (15) feet westerly of the northwest corner of Lot #46 as shown on a Plan of Johnson Heights Extension made by Harry Green, dated April 10, 1947, and recorded in the Kennebec County Registry of Deeds, Book 15, Page 50; thence to the west along the northerly line of Lot No. 48, a distance of fifty-five (55) feet to the northwest corner of said Lot No. 48; thence continuing in a straight line along the northerly line of Lot No. 50 thence as shown on said plan, a distance of fifteen (15) feet; thence to the south at right angle, a distance of one hundred feet; thence to the east along the southerly line of said Lot No. 50 along the southerly line of said Lot No. 48, a total distance of seventy (70) feet; thence at right angle to the north a distance of one hundred (100) feet to the point of beginning.

Being the same premises conveyed to Alan D. Lewis and Chalmer M. Lewis by deed of Willard E. Millis, Jr., and Carolyn M. Millis dated February 13, 1984 and recorded in the Kennebec County Registry of Deeds in Book 2657, Page 4, on February 24, 1984.

THE ABOVE described premises are conveyed expressly subject to two prior mortgages given by Willard E. and Carolyn M. Millis to Waterville Savings Bank (n/k/a Heritage Savings Bank; 1.) dated October 31, 1972 and recorded in the Kennebec County Registry of Deeds in Book 1601, Page 35; 2.) dated July 3, 1978 and recorded in the Kennebec County Registry of Deeds in Book 2122, Page 301 which mortgages were assumed by Alan D. and Chalmer M. Lewis, and which mortgages are to be assumed by John H. and Susan K. Tourtillotte, mortgagors herein, and which mortgages are to be paid and performed by the mortgagor herein who agrees that a breach of any of the conditions of said prior mortgages shall constitute a breach of the conditions of this mortgage. The mortgagor herein hereby transfers and assigns to the mortgagee, its successors and assigns, the mortgagor's equity of redemption of said prior mortgages including the right to demand an accounting of said prior mortgages; the right to make full or partial payment upon said prior mortgages; the right to demand assignment of said prior mortgages and the Note secured by same. Any payment made by the mortgagee, its successors and assigns, on said prior mortgages shall become part of the indebtedness of this mortgage.

in the above described premises, have hereunto set OUR hands and seal this 22

day of the month of August, A.D. 1988.

Signed, Sealed and Delivered

in presence of

Joanne Lafreniere.....
Joanne Lafreniere.....
.....
.....

Alan D. Lewis.....
ALAN D. LEWIS.....
Chalmer M. Lewis.....
CHALMER M. LEWIS.....
.....
.....

State of Maine, County of Kennebec

on August 22, 1988.

Then personally appeared the above named Alan D. and Chalmer M. Lewis

and acknowledged the foregoing instrument to be their free act and deed.

Before me,

Lillian L. Levesque.....
My Commission expires April 1994. Notary Public
Attorney at Law.

Printed Name, Lillian L. Levesque.....

RECEIVED KENNEBEC SS.

1988 AUG 26 PM 12:06

